

CONFIDENTIAL  
REDACTED

416A



Division of Adult Services



## CLIENT ACKNOWLEDGMENT OF RESPONSIBILITY FORM

SHELTER NAME : Gates Ave DATE: 6/28/16

LAST NAME: <u>Brooks</u>		FIRST NAME: <u>Gregory</u>	MI:
SOCIAL SECURITY NUMBER: [REDACTED]	DATE OF BIRTH: <u>7-19-76</u>	CARES ID#: <u>1655738</u>	

I am seeking Temporary Housing Assistance (shelter) from the Department of Homeless Services ("DHS"). I have received a copy of the "Statement of Client Rights and DHS Code of Conduct". I understand that I must comply with the "Statement of Client Rights and DHS Code of Conduct" explained in this document and by shelter staff. These responsibilities will help me to achieve independence and find a permanent place to live.

Listed below is a summary of the Client Responsibility rules (shelter staff will provide further details):

1. You are required to apply for, and if eligible, maintain any benefits and resources applicable to you, including but not limited to an open and active Public Assistance (PA) case with HRA.
2. I must participate in developing, carrying out, and completing a service plan known as the "Independent Living Plan" (ILP).
3. I will seek and accept housing other than emergency shelter.
4. I must follow shelter rules and avoid behavior that places other clients or shelter staff at risk.
5. I will not have my shelter discontinued if I am unable to obey Client Responsibility rules due to a physical or mental condition or illness.

Listed below is what may happen if I do not follow the rules of Client Responsibility:

1. I may have to leave the shelter if I am able to obey the rules and I choose not to do so.
2. I will have the right to challenge DHS's decision to discontinue my shelter by requesting a New York State Fair Hearing.
3. If the Fair Hearing Judge agrees with DHS's decision to discontinue my shelter, I will have to leave the shelter for a period of 30 days or until I decide that I will obey the rules, whichever period of time is longer.
4. I must follow the "Statement of Client Rights and DHS Code of Conduct".

## CLIENT:

I have read and have had this form explained to me. I understand that I may be told to leave the shelter if I do not comply with the "Statement of Client Rights and DHS Code of Conduct" even if I refuse to sign this form.

Gregory Brooks  
Print Name

[Signature]  
Signature

6-28-16  
Date

## STAFF:

I have explained this form to the client.

Dashaun Burrell  
Print Name

[Signature]  
Signature

{ } Client refused to sign.

6-28-16  
Date



CONFIDENTIAL  
REDACTED
 SHELTER NAME: Gates Ave DATE: 6, 28, 16

Last Name: <u>Brooks</u>	First Name: <u>Gregory</u>	MI:
Social Security Number: [REDACTED]	Date of Birth: <u>7-19-76</u>	CARES ID #: <u>1655738</u>

STATEMENT OF CLIENT RIGHTS  
AND DHS CODE OF CONDUCT

The *Statement of Client Rights and DHS Code of Conduct* sets forth the requirements for staying in short-term emergency housing ("shelter"). Since shelter is not a home, but rather a stepping stone to housing in the community, there are certain requirements that you must meet while in shelter. These requirements ensure that shelters is a safe and respectful place for you and other shelter clients to reside temporarily and that you work with staff to exit shelter for housing in the community as quickly as possible.

While in shelter, your rights include:

1. The right to exercise your civil rights and religious freedoms;
2. The right to have your personal, financial, social and medical information kept confidential by DHS and shelter staff;
3. The right to meet and have written communications with your legal representatives in private;
4. The right to receive courteous, fair and respectful treatment;
5. The right to remain in the shelter, and not be involuntarily transferred or discharged except in accordance with State regulations and the DHS procedures implementing those regulations;
6. The right to present grievances on behalf of yourself and other residents to your shelter or DHS without fear of retaliation and to receive a timely response;
7. The right to manage your own finances;
8. The right to leave and return to the shelter in accordance with the posted curfew;
9. The right to send and receive mail without interference or interception;
10. The right to be free from physical restraint or confinement; and
11. The right to end your shelter stay at any time.

Single acts of the following misconduct may lead to the loss of shelter (suspension and or sanction) if I:

1. Intentionally set a fire or vandalize property or equipment in or around the shelter premises;
2. Possess, sell, or use illegal drugs or alcohol in or around the premises;
3. Assault or physically attack another person, or exhibit threatening behavior which is immediately dangerous to another person, or possess a weapon;



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4. Am arrested for criminal activity including, but not limited to, trespassing, theft, harassment, extortion, loan sharking, intimidation or victimization of residents or staff in or around the shelter premises;
5. Smoke in unauthorized shelter areas;
6. Commit acts that endanger the health and safety of self, others or which substantially interfere with the orderly operation of the shelter.

**Single violations of the following may lead to the loss of shelter:**

7. Since shelter is temporary housing, you must actively look for permanent housing and not unreasonably refuse or fail to accept any suitable housing that is found.
8. You must cooperate with and complete an assessment conducted by DHS or shelter staff.
9. You must cooperate in developing an Independent Living Plan (ILP) together with shelter staff.

**Multiple violations of the following conduct standards may lead to the loss of shelter. However, in some cases, a single violation of a serious nature may also lead to the loss of shelter:**

10. You must cooperate in carrying out and completing your ILP with shelter staff to achieve permanent housing. You must agree to and meet with shelter staff as required to discuss your progress in complying with your ILP.
11. You are required to keep your unit and the common areas of your unit/area clean and orderly. Shelter staff may conduct unannounced health and safety inspections of your unit on a weekly or more frequent basis. You must provide access to shelter staff for these inspections.
12. Each individual is limited to bringing two (2) bags of personal belongings into the shelter.
13. You may not bring in animals (unless you require the use of a service animal).
14. Only approved electronic devices are permitted in shelter (please see shelter for list of approved devices).
15. You are not permitted to smoke or possess and/or consume alcoholic beverages anywhere in the shelter.
16. Excessive noise and disrespectful behavior towards shelter staff or fellow residents.
17. All residents must be properly dressed while on shelter grounds. You may not appear outside your unit/area undressed or partially dressed at anytime.
18. When directed, you are required to leave your unit/area and/or the building during fire drills, evacuations, and any other safety exercises.
19. With the help of your caseworker, you are expected to take part in activities that will help you find and obtain housing in the community such as applying for public assistance ("PA") and other benefits for which you may be eligible, maintaining an open and active PA or other benefits case, working or searching for employment, participating in HRA and other job-training and employment programs, and looking for housing. If you remain in your unit without a valid reason, shelter staff can and will direct you to some activities, either in the shelter or elsewhere.
20. Shelter staff has the right to check your unit/locker/area daily.
21. Overnight stays outside of the shelter are not permitted unless pre-approved by shelter staff.
22. Each individual must sign in and/or out when entering and/or exiting the shelter. You may also be required to leave the unit keys with shelter security when leaving the shelter. All clients and client belongings are subject to search upon entering the shelter.
23. No visitors are permitted in the shelter except where specifically authorized and during established hours.
24. You may not change or add locks without authorization.
25. You must notify shelter staff whenever you are ill.
26. You will not engage in sexual activity in any single adult shelter.
27. You will not steal or enter any unauthorized areas.



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**Compliance with Public Assistance is a Requirement for Staying in Shelter:**

28. You must apply for, and if eligible, maintain any benefits and resources applicable to you, including but not limited to an open and active Public Assistance (PA) case with HRA.
29. You must cooperate with HRA and DHS in determining your available resources, and you must apply for and use any benefits and resources that will reduce or eliminate the need for shelter.
30. If you have earned or unearned income, you must save the amount you and your case worker have agreed upon as set forth in your ILP.

I am seeking shelter from the Department of Homeless Services. I have reviewed and have had the above "Statement of Client Rights and DHS Code of Conduct" explained to me and I understand it. These rights and responsibilities will help me achieve independence and find a permanent place to live.

**IF I DO NOT FOLLOW THE STATEMENT OF CLIENT RIGHTS AND CODE OF CONDUCT:**

1. I may be required to leave the shelter and have my shelter discontinued if I do not follow this "Statement of Client Rights and DHS Code of Conduct", even if I refuse to sign this document.
2. I will not have my shelter discontinued if I cannot obey this "Statement of Client Rights and DHS Code of Conduct" due to a physical or mental impairment.
3. I have the right to challenge DHS's decision to discontinue my shelter by requesting a New York State Fair Hearing.

Gregory Brooks  
Print Name

[Signature]  
Signature

6-28-16  
Date

STAFF: I have explained this form to the client.

☐ Client refused to sign.

Dasha W. Burrell  
Print Name

[Signature]  
Signature

6-28-16  
Date